

A-CLASS

BoilerMate SP SOL

ADDENDUM INSTRUCTIONS FOR SOLAR APPLIANCE

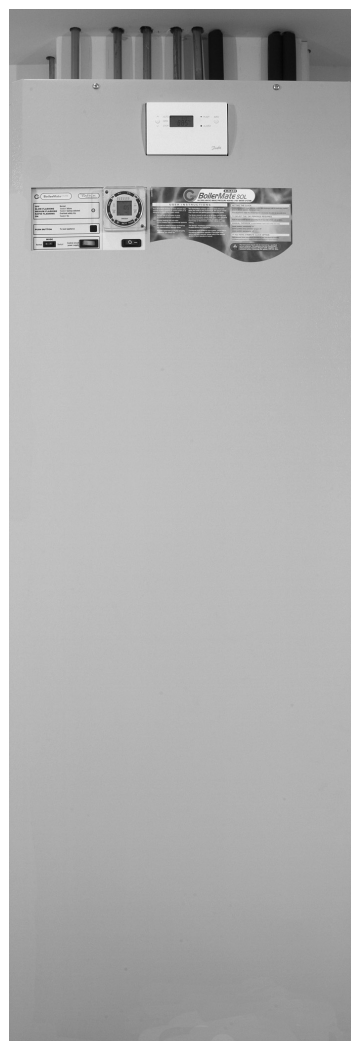
**PLEASE LEAVE THESE INSTRUCTIONS IN THE POCKET PROVIDED ON
THE BACK OF THE FRONT PANEL**

Models

BMA 200 SP - SOL
BMA 220 SP - SOL
BMA 240 SP - SOL



*The code of practice for the installation,
commissioning & servicing of central heating systems*



**A SEALED SYSTEM CENTRAL HEATING AND MAINS
PRESSURE HOT WATER SUPPLY APPLIANCE WITH
THERMAL STORE DESIGNED SPECIFICALLY FOR USE
WITH SOLAR ENERGY**

**THESE INSTRUCTIONS MUST BE READ IN
CONJUNCTION WITH THE STANDARD
BOILERMATE A-CLASS SP
DESIGN, INSTALLATION AND SERVICING
INSTRUCTIONS BEFORE INSTALLATION**

ISSUE 1:10-06

[illegible]

Building Regulations and Benchmark Commissioning

The Building Regulations (England & Wales) require that the installation of a heating appliance be notified to the relevant Local Authority Building Control Department. From 1st April 2005 this can be achieved via a Competent Person Self Certification Scheme as an option to notifying the Local Authority directly. Similar arrangements will follow for Scotland and will apply in Northern Ireland from 1st January 06.

CORGI operates a Self Certification Scheme for gas heating appliances.

These arrangements represent a change from the situation whereby compliance with the Building Regulations was accepted if the Benchmark Logbook was completed and this was then left on site with the customer).

With the introduction of a self certification scheme, the Benchmark Logbook is being replaced by a similar document in the form of a commissioning check list and a service interval record is included with all gas appliance manuals. However, the relevant Benchmark Logbook is still being included with all Thermal Storage products and unvented cylinders.

Gledhill fully supports the Benchmark aims to improve the standards of installation and commissioning of central heating systems in the UK and to encourage the regular servicing of all central heating systems to ensure safety and efficiency.

Building Regulations require that the heating installation should comply with the manufacturer's instructions. It is therefore important that the commissioning check list is completed by the competent installer. This check list only applies to installations in dwellings or some related structures.

The Gledhill BoilerMate range is a WBS listed product and complies with the WMA Specification for integrated thermal storage products. The principle was developed in conjunction with British Gas. This product is manufactured under an ISO 9001:2000 Quality System audited by BSI.

Patents Pending

The Gledhill Group's first priority is to give a high quality service to our customers.

Quality is built into every Gledhill product and we hope you get satisfactory service from Gledhill.

If not please let us know.

1.0 DESIGN

1.1 INTRODUCTION

The arrangement of a typical BoilerMate A-Class SP Solar installation is shown schematically below. The basic unit which is covered by these instructions incorporates the Danfoss SH - E01 solar controller.

The appliance generally follows the principles of the standard BoilerMate A-Class SP appliance but is fitted with a separate set of coils to allow it to accept the maximum amount of heat available from the solar panels/controls. This is then used to supplement the hot water system.

The operation of the appliance/solar system is controlled by a number of sensors. The location and reference numbers of the various sensors is shown eg 2, S6.

Sensors S1/S2, S3, S4, S5 and S6 are connected to the appliance control PCB which operates all the heating and hot water functions as the basic BoilerMate appliance.

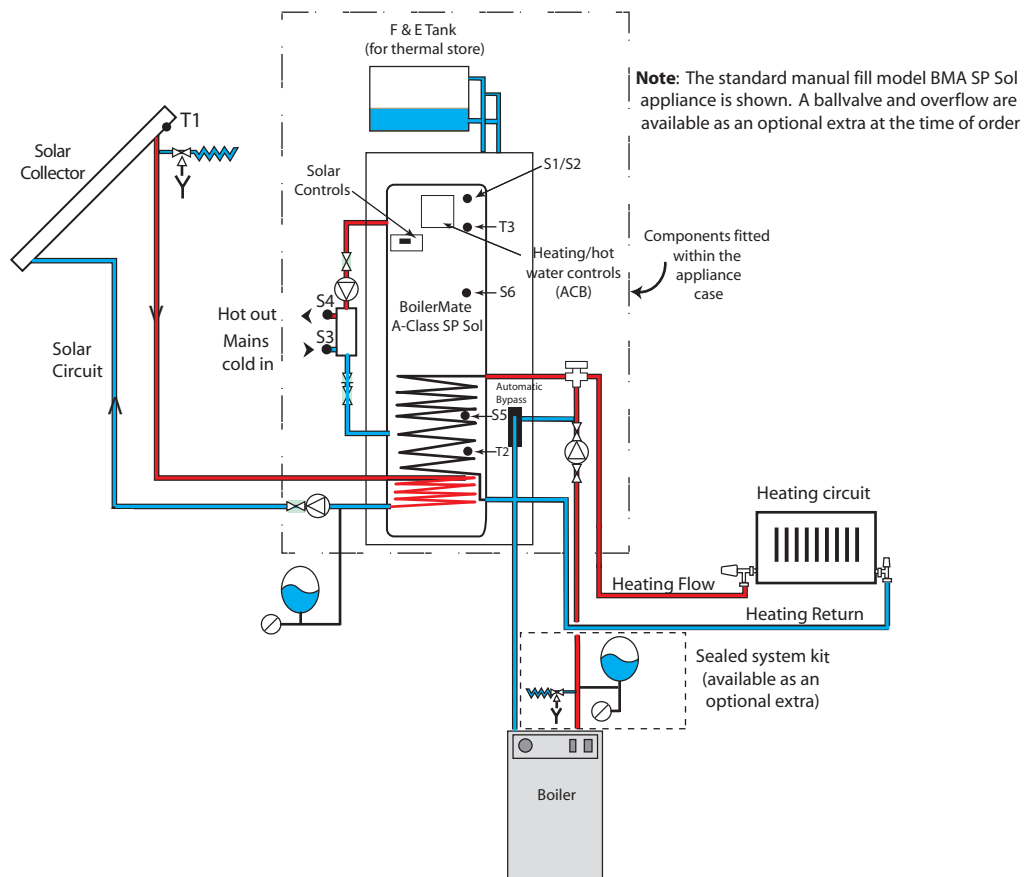
Sensors T1, T2 and T3 are connected to the Danfoss controller and operate all the solar functions.

Sensor T3 provides a high temperature interlock to de-activate the solar pump at a temperature of 90°C in the store.

Although sensors T1 and T2 are wired in to the solar controller the cable provided for Sensor T1 (3 metres long) may require to be extended by the installer dependant on the location of the solar panels/appliance. (2 x 0.75mm² double insulated cable) up to a maximum total length of 50 metres.

It is important that the installer checks the hardness of the water supply and if this exceeds 200 ppm (mg/l) the factory fitted scale inhibitor is ordered with the appliance at the time of order to reduce the rate of accumulation of scale in line with the requirements of the Domestic Heating Compliance guide.

Schematic Diagram of Typical BoilerMate SP solar system

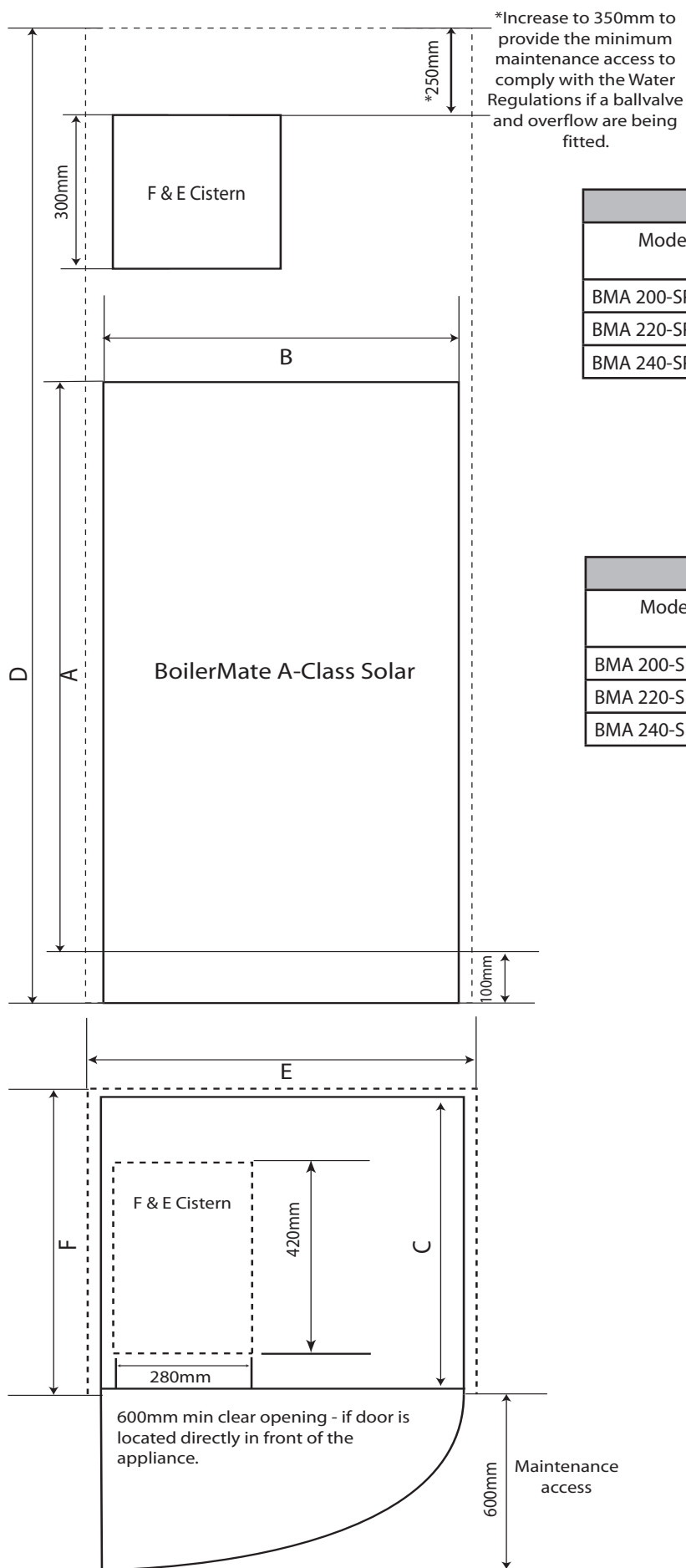


Model Selection Data Table/Weights

| Model Reference | | | BMA 200 SP SOL | BMA 220 SP SOL | BMA240 SP SOL |
|-----------------|-----------|------|----------------|----------------|---------------|
| Dwelling type | Bedrooms | | 2-3 | 2-4 | 3-5 |
| | Bathrooms | | 1 | 2 | 2 |
| | En-Suite | | 2 | 1 | 2 |
| Weight | Empty | (kg) | - | 79 | - |
| | Full | (kg) | - | 260 | - |

1.0 DESIGN

1.0 INTRODUCTION



| Appliance Dimensions | | | |
|----------------------|------------|-----------|-----------|
| Model | Height (A) | Width (B) | Depth (C) |
| BMA 200-SP SOL | 1330 | 560 | 620 |
| BMA 220-SP SOL | 1330 | 560 | 620 |
| BMA 240-SP SOL | 1575 | 560 | 620 |

The above dimensions do not include the 100mm high installation base.

| Minimum Cupboard Dimensions | | | |
|-----------------------------|------------|-----------|-----------|
| Model | Height (D) | Width (E) | Depth (F) |
| BMA 200-SP SOL | 1825 | 660 | 630 |
| BMA 220-SP SOL | 1980 | 660 | 630 |
| BMA 240-SP SOL | 2225 | 660 | 630 |

The above dimensions include the 100mm high installation base and assume the F & E cistern is in the same cupboard.

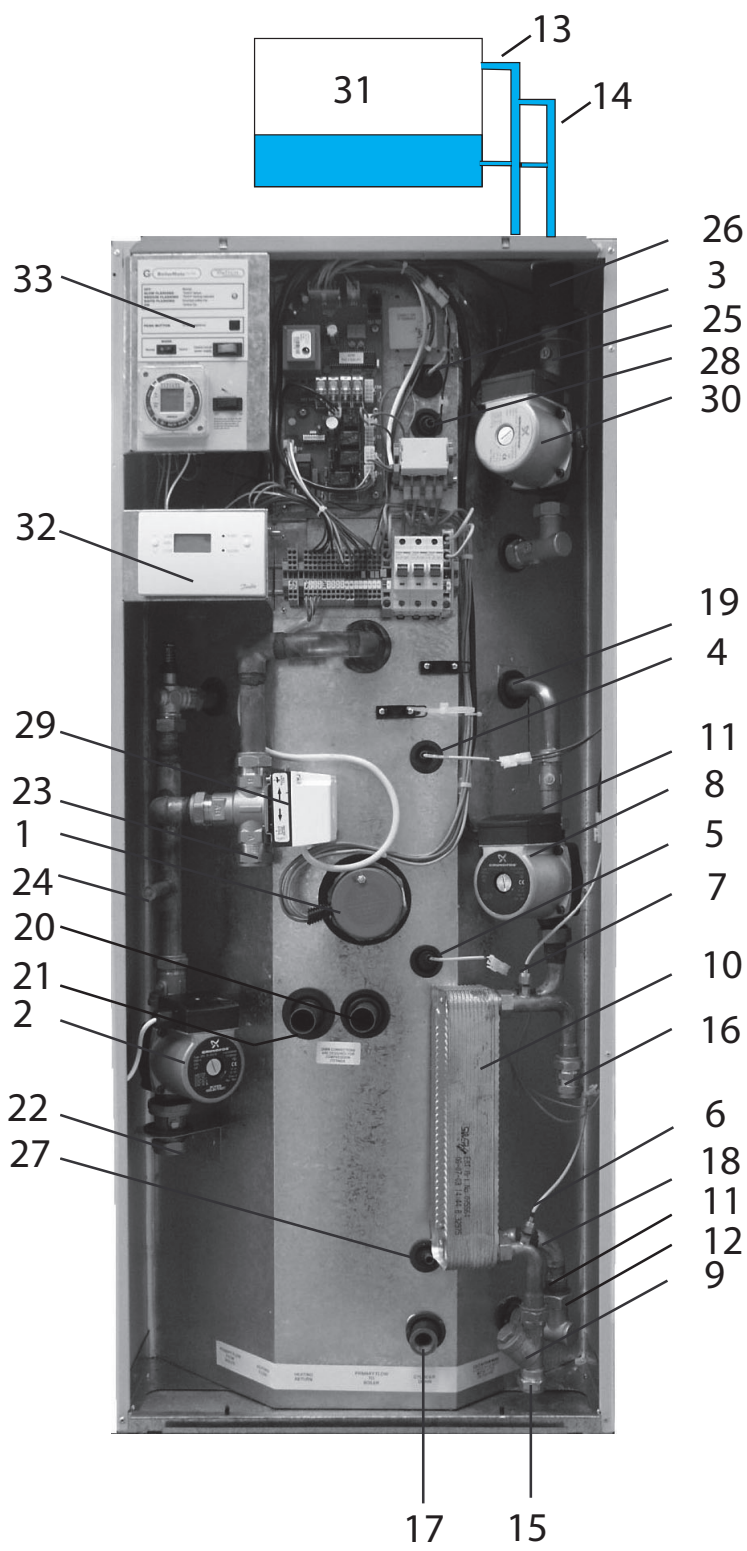
Note: Add 100mm to the above minimum cupboard dimensions if a ball valve and overflow are being fitted.

Options at Extra Cost

See standard BoilerMate A-Class SP model manual for details of the above.

1.0 DESIGN

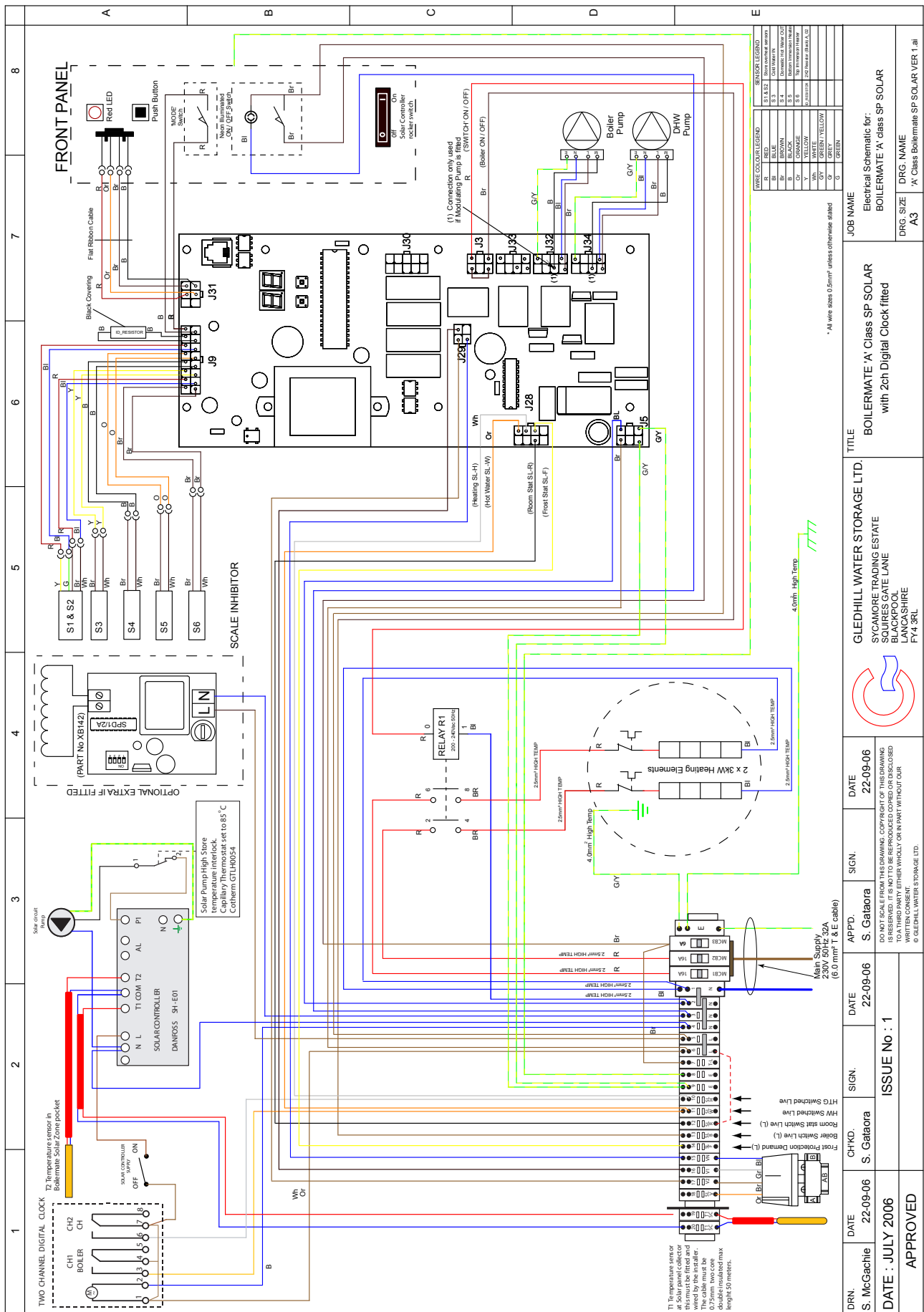
1.2 TECHNICAL DATA



| | |
|----|--|
| 1 | Switch immersion heater (2 x 3kW elements & OHT's) |
| 2 | Grundfos UPR 15-50 (185 & 215 model) or 15-60 boiler/central heating pump |
| 3 | Overheat (top) sensor pocket (Sensor S1/S2) |
| 4 | Middle sensor pocket (Sensor S6) |
| 5 | Bottom sensor pocket (Sensor S5) |
| 6 | DHW (CW) inlet sensor, S3 |
| 7 | DHW outlet sensor, S4 |
| 8 | Grundfos UPR 15-50 PHE pump |
| 9 | Filter & flow regulator |
| 10 | Plate heat exchanger |
| 11 | Isolating valves |
| 12 | Non return valve |
| 13 | Open Vent/Safety |
| 14 | Cold feed/Expansion |
| 15 | CW inlet |
| 16 | HW outlet |
| 17 | Drain tapping |
| 18 | Return from PHE to store |
| 19 | Flow from store to PHE |
| 20 | Boiler Return |
| 21 | C H Return |
| 22 | Boiler flow |
| 23 | CH flow |
| 24 | Towel rail connection (15mm all models) |
| 25 | Solar heat exchanger return to solar panel |
| 26 | Solar heat exchanger flow (collector) from panel |
| 27 | Bottom solar sensor pocket |
| 28 | Top solar/overheat thermostat pockets |
| 29 | 3 port valve mid position |
| 30 | Solar circuit pump UPS 15-60 (high temperature) |
| 31 | Feed and expansion cistern complete with interconnecting pipework, ballvalve and overflow fitting. |
| 32 | Solar Controller |
| 33 | Heating & hot water control panel |

2.0 INSTALLATION

2.1 WIRING DETAILS



2.0 INSTALLATION

2.2 CONTROLS

BoilerMate Heating/Hot Water Controls

The current BoilerMate SP Sol incorporates separate heating/hot water and solar control systems.

Label 1 - Channel 1 of this digital clock is dedicated to the gas boiler control. This can be set to hold off the boiler during high solar gain periods eg 10.00 am to 16.00 pm allowing maximum solar contribution.

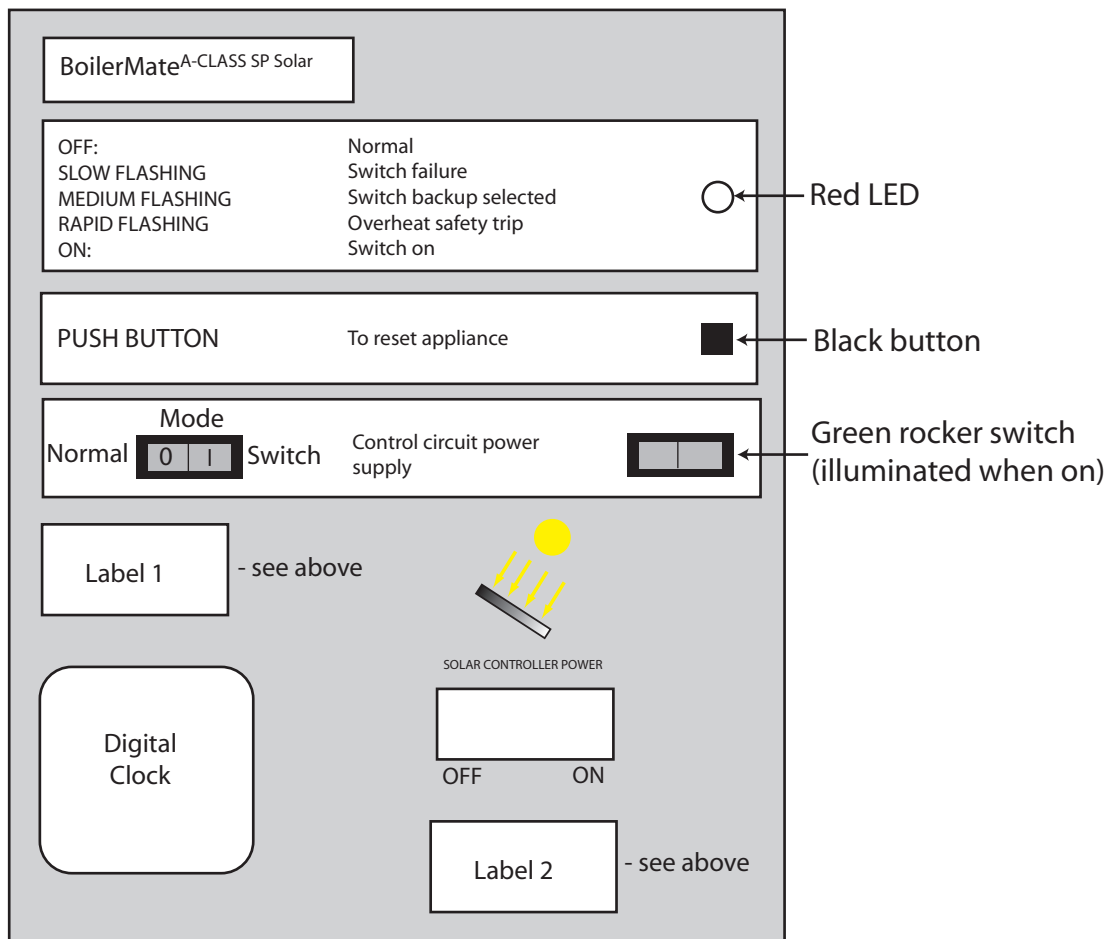
Label 2 - This switch must be left in the ON position, and should only be used to reset the solar controller, or to carry out maintenance work on the solar circuit.

The BoilerMate SP Sol heating and hot water controls operate in the same way as the basic BoilerMate appliances but the single channel clock and the two rocker switches have been replaced by a two channel digital clock. (Channel 1 controls the gas boiler /hot water and Channel 2 the heating) and a summer/winter rocker switch has been added. Details of how to set the clock are shown on a separate manufacturers leaflet provided with the appliance. Recommendations regarding the setting of Channel 1 and the operation of the summer/winter rocker switch are provided on the labels adjacent to the controls. Channel 2 should be set as normal to control the heating on/off times required.

If a high hot water demand is expected or the appliance runs out of hot water the setting of Channel 1 can be overridden which will bring on the boiler and ensure hot water is made available.

The Switch 6kW electrical emergency back up system is fitted to this appliance. This is switched on by moving the 'mode' rocker switch from normal to switch and is used in the event of boiler failure. It is unlikely to be needed in Summer but can be used in Winter as required to provide some heating and hot water in conjunction with the solar input until the problem can be resolved.

It is an emergency only system and must not be used if the main system is working correctly.



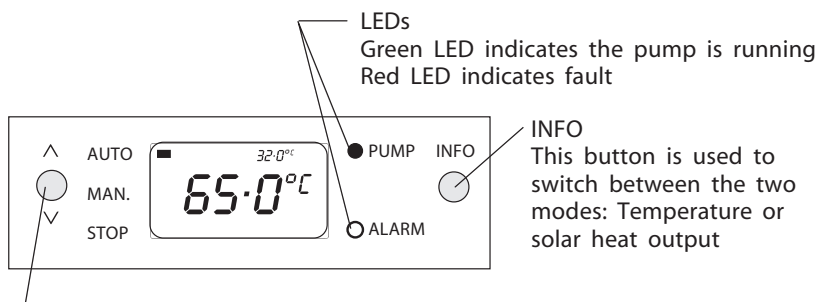
2.0 INSTALLATION

Solar Controls

The BoilerMate A-Class SP Sol appliance is supplied with a Danfoss electronic Solar Heat Regulator ref SH-EO1 built into the appliance and the necessary temperature sensors ref NTC 100k.

Description of function

The regulator controls the heat transmitted from the solar collector to the thermal store using the temperature differential between the sensors fitted adjacent to the solar collector and in the lower part of the thermal store.



PUMP

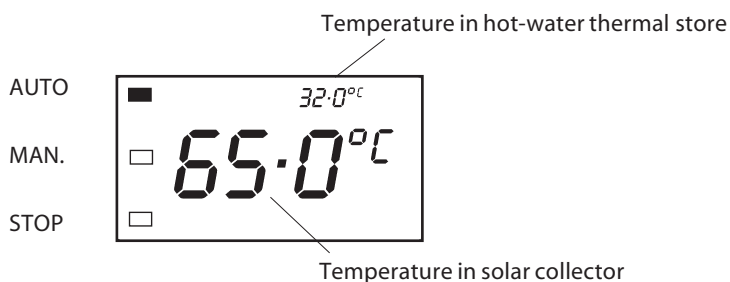
This button is used to switch between pump operation patterns:

- | | | |
|------|---|-------------------------|
| AUTO | Automatic operation of circulation pump | - Normal operation |
| MAN. | Circulations pump runs continuously | - Used e.g. for service |
| STOP | The pump does not run | - Used e.g. for service |

Note: The pump must always be left set on AUTO

Temperature display

The display shows either temperature or solar heat output. Select by pressing the INFO button. If temperature is displayed, the temperature is given at both the solar collector and the bottom of the thermal store.



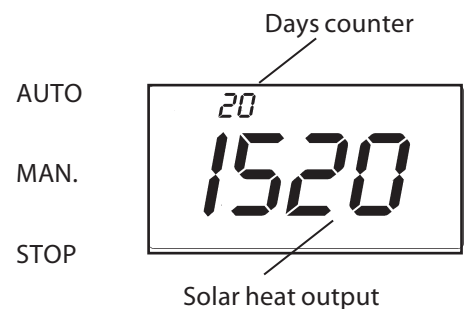
2.2 CONTROLS

The solar heat circuit circulation pump is controlled by the differential temperature between the solar collector and the store bottom. If the differential temperature is higher than the preset start-up temperature differential, the circulation pump will run.

To avoid unnecessary pump operation the temperature of the solar collector has to be higher than 15°C before the pump starts operating. The controller has been pre-set to start on a temperature differential of 5°C and the pump will run until the temperature differential is below 2°C.

The controller will also exercise the pump for 1 minute every 14 days to help stop it sticking if it has not been used.

Solar heat output



SOLAR HEAT OUTPUT

Gives the performance of the solar heat installation. The figure is calculated on the basis of the difference between the temperature in the solar collector and the temperature in the tank, as well as the time in which the pump is running in AUTO. Max display value is 2999.

DAYS COUNTER

Gives the number of days for which the solar heat output has been calculated. The max. calculation covers 30 days.

Automatic reset of SOLAR HEAT OUTPUT and DAYS COUNTER is effected when the days counter reaches 30. A manual reset can be made by pressing the INFO button for 3 seconds.

2.0 INSTALLATION

2.2 CONTROLS

Function test

The regulator is ready for operation when connected to the mains. The display becomes active and current temperatures are shown. Display updates once per minute. By pressing INFO button display updates immediately.

For any further technical information/assistance regarding this product please ring the Gledhill Technical helpline on 01253 474401.

Regulator fault display

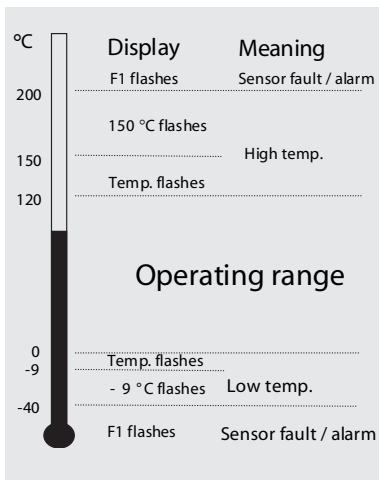
If the temperature sensors have a fault, this is shown by the red LED being lit and F1 or F2 flashing.

Call in the installer.

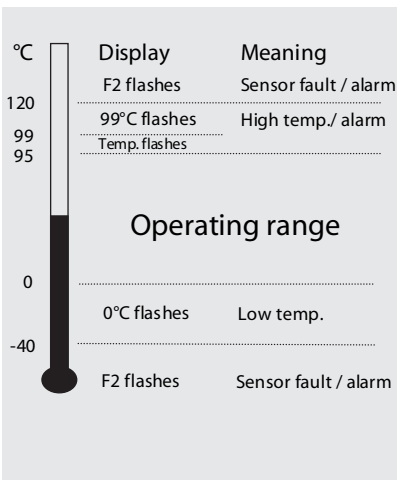
If the red LED is lit and the store temperature flashes at the same time, the temperature of the hot water tank may be too high. If this state continues, call in the installer.

Temperature indication

Solar collector



Thermal Store



Power failure

In case of power failure, the regulator remembers the accumulated solar heat output and the day counter for 24 hours. The pump mode setting is also retained.

Forced cooling

If the temperature of the hot water tank exceeds 90°C, the pump will run until the hot water has been cooled to 60°C. The pump **must** be on AUTO.

| Trouble shooting | | |
|-------------------------------------|--|---|
| Display | Cause | Remedy |
| No display | 230V supply off | Check supply/connections |
| Red LED lit Display flashes "F1" | Fault sensor 1 (Collector) | Check connections/sensor |
| Red LED lit Display flashes "F2" | Fault at sensor 2 (tank) | Check connections/sensor |
| Red LED lit Tank temp >95° | Pump does not run Pump cannot "keep up" | Check pump model/connections Set speed higher |
| No alarm, temperature flashes | Pump runs, indicates high temperature Pump does not run | Set speed higher Pump or pump output defective |

Gledhill (Water Storage) Ltd

AMD. MAY 2006

CONDITIONS OF SALE & WARRANTY TERMS

1. We only do business upon the Conditions which appear below and no other. Unless we so agree in writing these Conditions shall apply in full to any supply of goods by us to the exclusion of any Conditions or terms sought to be imposed by any purchaser. These Conditions of Sale and Warranty Terms override those which are contained on the Invoice Forms and all Sales are now subject to these Conditions of Sale and Warranty terms only.

2. PRICE

Once an order or call off has been accepted the price will be held for three months **but if delivery is extended beyond that period at the customer's request, then we reserve the right to amend the price when necessary.** The company reviews its pricing annually to adjust for changes in our cost base. We reserve the right to alter prices at any time for severe movements in raw materials (mainly copper and steel). If there is to be a change we will give customers at least thirteen weeks notice but anything delivered after that date will be at the revised price. An order may not be cancelled or varied after acceptance without the written consent of the company. Such cancellation or variation shall be subject to such reasonable charges as may be appropriate.

3. SPECIFICATION

The goods are supplied in accordance with the Specifications (if any) submitted to the Purchaser and any additions and alterations shall be the subject of an extra charge. Any goods not so specified shall be in accordance with our printed literature or the literature of any of our component suppliers (subject to any modifications made since publication). If we adopt any changes in construction or design of the goods, or in the specification printed in our literature, the Purchaser shall accept the goods so changed in fulfilment of the order.

4. PAYMENT

The invoice price of goods shall be payable within 30 days of despatch by us of our invoice for the goods or such longer time as may be stated by our quotation or invoice. If we receive payment in full on or before the due date we will allow an appropriate settlement discount except where we have quoted a special net price. If payment is not received in full on or before the due date we shall be entitled in addition to the invoice price to:

- (i) payment of a sum equal to any increase in the copper price supplement applicable to the particular goods sold between the date of receipt of order and the date of receipt of payment in full; and
- (ii) interest on any part of the invoice price unpaid after the due date at the rate of 3% per annum over the base rate for the time being of HSBC Bank plc.

5. TIME

We give estimates of delivery dates in good faith and time of delivery is not nor shall be made of the essence of any contract nor shall we be liable for any loss or damage occasioned by delay in delivery.

6. DELIVERY

We deliver free normally by our own vehicles within 25 miles of any of our manufacturing depots. Delivery to any place more than 25 miles from one of our manufacturing depots is subject to our quoted delivery charges. We reserve the right to make delivery of goods contained in one order by more than one consignment and at different times. Where a period is agreed for delivery and such period is not extended by our Agreement, the Purchaser shall take delivery within that period. If the Purchaser fails to take delivery, we shall be entitled at the Purchaser's risk and expense to store the goods at the Purchaser's premises or elsewhere and to demand payment as if they had been despatched. Off loading at point of delivery shall be the responsibility of and be undertaken by the Purchaser.

7. SHORTAGES OR DAMAGE

Goods must be inspected before signature of delivery note and any damage, shortage or discrepancy noted on the delivery note and the goods returned on the same vehicle. The buyer must also give us immediate written notice of the damage, shortage or discrepancy so that we may prompt investigation.

8. RETURN OF GOODS

Goods may not be returned to the Company except by prior written permission of an authorised officer of the Company and such return shall be subject to payment by the Purchaser of handling and re-stocking charges, transport and all other costs incurred by the Company.

9. COMPANY LIABILITY

All our goods are made of the best materials from reputable manufacturers and where stated are manufactured to the appropriate British Standard. Complaints must be given to us immediately, before any action is taken, as responsibility cannot be accepted if repairs or renewals are attempted on site without our written authority.

Defects caused by corrosion or scale deposits are not covered by this guarantee save as expressly provided in paragraph (4) of this Condition 9.

Where we agree to rectify any defect, we reserve the right to undertake the work on our own premises.

The following guarantee covers faulty materials and manufacture for the stated period, **provided that:-**

- The unit has been installed in accordance with our installation and service instructions and all relevant codes of practice and regulations in force at the time of installation.
- That all necessary inlet controls and safety valves have been fitted correctly.
- It has only been used for the storage of potable water supplied from the public mains.
- **Where appropriate the unit has been regularly maintained as detailed in the installation and service instructions.**

(1) Domestic and Commercial Open Vented Cylinders and Tanks.

If the copper cylinder or tank or any integral pipework proves to be defective either in materials or workmanship, we will either repair or supply replacement at our option with the closest substitute in the case of any obsolete product to any address in Great Britain.

- (a) free of all charge during the first year after delivery by us.
- (b) thereafter at a charge of one-tenth of the then current list price and any copper price supplement and delivery charge during the second year after delivery by us and increasing by a further one-tenth on the second and subsequent anniversary of delivery by us.

AND FURTHER we will meet the contractors/installers reasonable costs in removing and replacing any defective Open Vented Copper Cylinder or Tank with defective integral pipework as follows:

- (i) in the case of vessels of less than 80 imperial gallons capacity up to a maximum of one-half of the extent of our liability in regard to the replacement product expressed in (1) (a) and (b) above
- ii) in the case of vessels larger than 79 imperial gallons capacity up to a maximum of one-quarter of the extent of our liability in regard to the replacement product as expressed in paragraphs (1) (a) and (b) above.

(2) Domestic Mains Fed Products

If the copper storage vessel itself or any integral pipework as part of the storage vessel assembly proves to be defective either in materials or workmanship, we reserve the right to either repair or supply replacements or the closest possible substitute in the case of any obsolete product and will collect and deliver to any address in England, Wales and Scotland (excluding all Scottish Islands).

- (a) free of all charge during the first year after delivery by us.

- (b) thereafter at a charge of one-fifth of the then current list price or any copper price supplement and delivery charge during the second year after delivery by us increasing by a further one-fifth on the second and subsequent anniversary of delivery by us.

AND FURTHER we will meet the contractors/installers reasonable costs in removing and replacing any defective copper storage vessel or storage vessel with defective integral pipework from the Domestic Mains Pressure Range of products up to a maximum of one-third of the extent of our liability in regard to the replacement product expressed in (2) (a) and (b) above.

(3) Integrated Boiler and Storage Vessel Products and Stand Alone Boilers

In the case of the GulfStream range of products and the Gledhill boiler range of products, Gledhill guarantees the heat exchanger (boiler) for material and construction faults for two years and FURTHER we will meet the installer/contractors reasonable costs in removing and replacing any DEFECTIVE heat exchanger up to a MAXIMUM of one third of the extent of our liability in regard to the replacement product.

THE RESPONSIBILITY FOR THE EXECUTION OF THIS GUARANTEE LIES WITH THE INSTALLER.

The guarantee becomes null and void if the appliance is used incorrectly, or in the event of proven negligence or incorrectly implemented repairs **OR FAILURE TO CARRY OUT THE RECOMMENDED INSPECTION/MAINTENANCE.** The guarantee also becomes null and void if changes are made to the appliance without our knowledge, or if the serial number on the appliance is removed or made illegible.

The annual service must be carried out by a competent installer in accordance with the advice given by Gledhill and using Gledhill approved parts.

(4) Components of our products other than Storage Vessels and Integral Pipework.

We will either extend to the purchaser the same terms of warranty as we are given by the manufacturer of the component or if the manufacturer does not give any warranty, replace free of charge any component which becomes defective within twelve months after the date of the delivery by us and is returned to us at the purchaser's expense but we shall not meet the cost of removal or shipping or return of the component or any other cost charges or damages incurred by the purchaser.

If the appliance manufactured by Gledhill incorporates a factory fitted scale inhibitor then during the period of three years from the date of delivery Gledhill will replace, free of charge, any plate heat exchanger fitted in the appliance as original equipment in which scale formation occurs that materially reduces the effectiveness of the plate heat exchanger. This guarantee does not extend to any other component installed within the Gledhill appliance or elsewhere in the Purchasers domestic water system.

(5) General

In the case of goods manufactured solely in accordance with our specification and designs and in respect of any installation work carried out by or on our behalf, our entire liability and the purchaser's sole remedies (subject to (1-4) above) and shall be as follows:

(a) we accept liability for death or personal injury to the extent that it results from our negligence that of our employees agents or subcontractors.

(b) subject to paragraph (d) below, we accept liability for direct physical damage to tangible property to the extent that such damage is caused by our negligence that of our employees agents or subcontractors.

(c) our total liability to the purchaser over and above any liability to replace under (1 - 4) above (whether in contract or in tort including negligence) in respect of any one cause of loss or damage claimed to result from any breach of our obligations hereunder, shall be limited to actual money damages which shall not exceed £20,000 provided that such monetary limit shall not apply to any liability on the part of ourselves referred to in paragraph (a) above.

(d) except as provided in paragraph (a) above but otherwise notwithstanding any provision herein contained in no event shall we be liable for the following loss or damage howsoever caused and even if foreseeable by us or in our contemplation :-

(i) economic loss which shall include loss of profits, business revenue, goodwill or anticipated savings.

(ii) damages in respect of special indirect or consequential loss or damage (other than death, personal injury and damage to tangible property).

(iii) any claim made against the purchaser by any other party (save as expressly provided in paragraph (b) above).

(e) except in respect of our liability referred to in paragraph (a) above no claim may be made or action brought (whether in contract or in tort including negligence) by the purchaser in respect of any goods supplied by us more than one year after the date of the invoice for the relevant goods.

(f) nothing in these Conditions shall confer on the purchaser any rights or remedies to which the purchaser would not otherwise be legally entitled.

(6) Notwithstanding any other provision contained herein the Purchaser's hereby agree to fully indemnify us against any damages losses costs claims or expenses incurred by us in respect of any claim brought against us by any third party for :-

(a) any loss injury or damage wholly or partly caused by any goods supplied by us or their use.

(b) any loss injury or damage wholly or partly caused by the defective installation or sub-standard workmanship or materials used in the installation of any goods supplied by us.

(c) any loss injury or damage in any way connected with the performance of this contract.

PROVIDED that this paragraph (6) will not require the Purchaser to indemnify us against any liability for our own acts of negligence or those of our employees agents or sub-contractors.

FURTHER in the case of goods supplied by us which are re-sold to and installed by a third party by the Purchaser it will be the sole responsibility of the Purchaser to test the goods immediately after their installation to ensure that inter alia they are correctly installed and are in proper working order, and are not likely to cause any loss injury or damage to any person or property.

10. VARIATION OF WARRANTY AND EXCLUSION

Should our warranty and exclusion be unacceptable we are prepared to negotiate for variation in their terms but only on the basis of an increase in the price to allow for any additional liability or risk which may result from the variation.

Purchasers are advised to insure against any risk or liability which they may incur and which is not covered by our warranty.

11. RISK AND RETENTION OF TITLE

(a) goods supplied by us shall be at the Purchaser's risk immediately upon delivery to the Purchaser or into custody on the Purchaser's behalf or to the Purchaser's Order. The Purchaser shall effect adequate insurance of the goods against all risks to the full invoice value of the goods, such insurance to be effective from the time of delivery until property in the goods shall pass to the Purchaser as hereinafter provided.

(b) property in the goods supplied hereunder will pass to the Purchaser when full payment has been made by the Purchaser to us for :-

(i) the goods of the subject of this contract.

(ii) all other goods the subject to of any other contract between the Purchaser and us which, at the time of payment of the full price of the goods sold under this contract, have been delivered to the Purchaser but not paid for in full.

(c) until property in the goods supplied hereunder passes to the Purchaser in accordance with paragraph (2) above.

(i) the Purchaser shall hold the goods in a fiduciary capacity for us and shall store the same separately from any other goods in the Purchaser's possession and in a manner which enables them to be identified as our goods.

(ii) the Purchaser shall immediately return the goods to us should our authorised representative so request. All the necessary incidents associated with a fiduciary relationship shall apply.

(d) the Purchaser's right to possess the goods shall cease forthwith upon the happening of any of the following events, namely :-

(i) if the Purchaser fails to make payment in full for the goods within the time stipulated in clause 4 hereof.

(ii) if the Purchaser, not being a company, commits any act of bankruptcy, makes a proposal to his or her creditors for a compromise or does anything which would entitle a petition for a Bankruptcy Order to be presented.

(iii) if the Purchaser, being a company, does anything or fails to do anything which would entitle an administrator or an administrative receiver or a receiver to take possession of any assets or which would entitle any person to present a petition for winding up or to apply for an administration order.

(e) the Purchaser hereby grants to us an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Purchaser or in the possession of the Purchaser for the purposes of repossessing and recovering any such goods the property in which has remained in us under paragraph (2) above. We shall not be responsible for and the Purchaser will indemnify us against liability in respect of damage caused to any vehicle or premises in such repossession and removal being damaged which it was not reasonably practicable to avoid.

(f) notwithstanding paragraph (3) hereof and subject to paragraph (7) hereof, the Purchaser shall be permitted to sell the goods to third parties in the normal course of business. In this respect the Purchaser shall act in the capacity of our commission agent and the proceeds of such sale :-

(i) shall be held in trust for us in a manner which enables such proceeds to be identified as such, and :

(ii) shall not be mixed with other monies nor paid into an overdrawn bank account.

We, as principal, shall remunerate the Purchaser as commission agent a commission depending upon the surplus which the Purchaser can obtain over and above the sum, stipulated in this contract of supply which will satisfy us.

(g) in the event that the Purchaser shall sell any of the goods pursuant to clause (6) hereof, the Purchaser shall forthwith inform us in writing of such sale and of the identity and address of the third party to whom the goods have been sold.

(h) if, before property in the goods passes to the Purchaser under paragraph (2) above the goods are or become affixed to any land or building owned by the Purchaser it is hereby agreed and declared that such affixation shall not have the effect of passing property in the goods to the Purchaser. Furthermore if, before property in the goods shall pass to the Purchaser under paragraph (2) hereof, the goods are or become affixed to any land or building (whether or not owned by the Purchaser), the Purchaser shall:-

(i) ensure that the goods are capable of being removed without material injury to such land or building.

(ii) take all necessary steps to prevent title to the goods from passing to the landlord of such land or building.

(iii) forthwith inform us in writing of such affixation and of the address of the land or building concerned.

The Purchaser warrants to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify us against all loss damage or liability we may incur or sustain as a result of affixation or removal.

(i) in the event that, before property in the goods has passed to the Purchaser under paragraph (2) hereof, the goods or any of them are lost, stolen, damaged or destroyed :-

(i) the Purchaser shall forthwith inform us in writing of the fact and circumstances of such loss, theft, damage or destruction.

(ii) the Purchaser shall assign to us the benefit of any insurance claim in respect of the goods so lost, stolen, damaged or destroyed.

12. NON-PAYMENT

If the Purchaser shall fail to make full payment for the goods supplied hereunder within the time stipulated in clause 4 hereof or be in default of payment for any other reason then, without prejudice to any of our other rights hereunder, we shall be entitled to stop all deliveries of goods and materials to the Purchaser, including deliveries or further deliveries of goods under this contract. In addition we shall be entitled to terminate all outstanding orders.

13. RISK

All goods sold by us shall be at the sole risk of the Purchaser from the date of despatch by us of the invoice for their price.

14. VALUE ADDED TAX

All prices quoted are exclusive of Value Added Tax which will be charged at the rate ruling at the date of despatch of invoice.

15. TRADE SALES ONLY

We are only prepared to deal with those who are not consumers within the terms of the Unfair Contract Terms Act 1977, the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982. Accordingly any person who purchases from us shall be deemed to have represented that he is not a consumer by so purchasing.

16. JURISDICTION

The agreement is subject to English/Scottish law and any dispute arising hereunder shall be settled in accordance therewith dependent upon the location.

